Company Tracking Number: LG-UCC-AR-IM-001-F

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Commercial Inland Marine

Project Name/Number: Regional Trucking Program/LG-UCC-AR-IM-001-F

Filing at a Glance

Company: State National Insurance Company Inc.

Product Name: Commercial Inland Marine SERFF Tr Num: STNA-125473810 State: Arkansas

TOI: 09.0 Inland Marine SERFF Status: Closed State Tr Num: #28921 \$50
Sub-TOI: 09.0005 Other Commercial Inland Co Tr Num: LG-UCC-AR-IM-001-F State Status: Fees verified and

Marine received

Filing Type: Form Co Status: Reviewer(s): Betty Montesi,

Llyweyia Rawlins, Brittany Yielding

Author: Larry Wilk Disposition Date: 03/04/2008
Date Submitted: 02/25/2008 Disposition Status: Approved

Effective Date Requested (New): On Approval Effective Date (New): 03/04/2008

Effective Date Requested (Renewal): On Approval Effective Date (Renewal):

03/04/2008

State Filing Description:

General Information

Project Name: Regional Trucking Program Status of Filing in Domicile: Pending

Project Number: LG-UCC-AR-IM-001-F Domicile Status Comments: Reference Organization: ISO Reference Number: Various

Reference Title: Advisory Org. Circular:

Filing Status Changed: 03/04/2008

State Status Changed: 02/29/2008 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

We are filing our Motor Truck Cargo coverage form and endorsements. These will be used for our Regional Trucking program. This is a new program.

The text of the forms is identical to those filed by Universal Casualty Company. The applicable Universal Casualty filing numbers are AR-PC-06-022307 and AR-PC-07-023011.

Company Tracking Number: LG-UCC-AR-IM-001-F

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Commercial Inland Marine

Project Name/Number: Regional Trucking Program/LG-UCC-AR-IM-001-F

We are also filing to adopt all of ISO's currently approved forms.

Company and Contact

Filing Contact Information

Larry Wilk, Compliance Manager lwilk@univcas.com

150 Northwest Point Blvd (847) 700-9163 [Phone] Elk Grove, IL 60007 (847) 228-4104[FAX]

Filing Company Information

State National Insurance Company Inc. CoCode: 12831 State of Domicile: Texas 8200 Anderson Boulevard Group Code: 93 Company Type: Property &

Casualty

Fort Worth, TX 76120 Group Name: State ID Number:

(800) 877-4567 ext. [Phone] FEIN Number: 75-1980552

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No

Fee Explanation:

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

State National Insurance Company Inc. \$0.00 02/25/2008

CHECK NUMBER CHECK AMOUNT CHECK DATE 28921 \$50.00 02/21/2008

 ${\it Company Tracking Number:} \qquad {\it LG-UCC-AR-IM-001-F}$

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Commercial Inland Marine

Project Name/Number: Regional Trucking Program/LG-UCC-AR-IM-001-F

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	03/04/2008	03/04/2008

Amendments

Item	Schedule	Created By	Created On	Date Submitted
Uniform Transmittal Document- Property & Casualty	Supporting Document	Larry Wilk	03/04/2008	03/04/2008
Filing Notes				

Subject	Note Type	Created By	Created On	Date Submitted
Required Form	Note To Filer	Llyweyia Rawlir	s 03/04/200	8 03/04/2008

 ${\it Company Tracking Number:} \qquad {\it LG-UCC-AR-IM-001-F}$

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Commercial Inland Marine

Project Name/Number: Regional Trucking Program/LG-UCC-AR-IM-001-F

Disposition

Disposition Date: 03/04/2008

Effective Date (New): 03/04/2008

Effective Date (Renewal): 03/04/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: LG-UCC-AR-IM-001-F

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Commercial Inland Marine

Project Name/Number: Regional Trucking Program/LG-UCC-AR-IM-001-F

Item Type	Item Name	Item Status	Public Access
Supporting Document (revised)	Uniform Transmittal Document-Property Casualty	&Approved	Yes
Supporting Document	Uniform Transmittal Document-Property Casualty	&Approved	Yes
Supporting Document	Third party filing authorization	Approved	Yes
Form	Motor Truck Cargo Legal Liability	Approved	Yes
Form	Property Declarations	Approved	Yes
Form	Fungus Exclusion Endorsement	Approved	Yes
Form	Schedule of Vehicles	Approved	Yes
Form	Inland Marine Policy Section	Approved	Yes
Form	Inland Marine Insurance	Approved	Yes
Form	Important Notice to Policyholders Terrorism Risk Insurance Act of 2002	Approved	Yes
Form	Electronic Data Recognition Exclusion	Approved	Yes
Form	Compliance With Applicable Trade Law Sanctions Endorsement	Approved	Yes
Form	Schedule of Forms	Approved	Yes
Form	Pollutants Exclusion Endorsement	Approved	Yes
Form	Common Policy Endorsements Section	Approved	Yes
Form	Vehicle Substitution Endorsement	Approved	Yes
Form	Limits of Insurance Endorsement	Approved	Yes
Form	Deductible Endorsement	Approved	Yes
Form	Change in Temperature Endorsement	Approved	Yes
Form	Ginned Cotton Endorsement	Approved	Yes
Form	Live Animals Endorsement	Approved	Yes
Form	Untarped Freight Endorsement	Approved	Yes
Form	Commercial Insurance Application	Approved	Yes
Form	Notice of Cancellation or Nonrenewal	Approved	Yes

 ${\it Company Tracking Number:} \qquad {\it LG-UCC-AR-IM-001-F}$

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Commercial Inland Marine

Project Name/Number: Regional Trucking Program/LG-UCC-AR-IM-001-F

Amendment Letter

Amendment Date:

Submitted Date: 03/04/2008

Comments:

NAIC Transmittal Document is attached below.

Changed Items:

Supporting Document Schedule Item Changes:

Satisfied -Name: Uniform Transmittal Document-Property & Casualty

Comment:

NAIC Transmittal.pdf

Company Tracking Number: LG-UCC-AR-IM-001-F

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Commercial Inland Marine

Project Name/Number: Regional Trucking Program/LG-UCC-AR-IM-001-F

Note To Filer

Created By:

Llyweyia Rawlins on 03/04/2008 08:27 AM

Subject:

Required Form

Comments:

All serff filings must include a Property & Casualty Transmittal Document to be completed.

Before I can finish reviewing this filing please complete the transmittal document for our records.

Thank You

Llyweyia Rawlins

 ${\it Company Tracking Number:} \qquad {\it LG-UCC-AR-IM-001-F}$

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Commercial Inland Marine

Project Name/Number: Regional Trucking Program/LG-UCC-AR-IM-001-F

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type	Action	Action Specific Data	Readability	Attachment
Approved	Motor Truck Cargo Legal Liability	UCC 090	09 06	Policy/Coverage Form	eNew		0.00	6. Inland Marine Policy - UCC 090 09 06 - Motor Truck Cargo Legal Liability Scheduled Form SN.pdf
Approved	Property Declarations	UCC 091	09 06	Declaration s/Schedule			0.00	3. Inland Marine Policy - UCC 091 09 06 - Property Declaration Page SN.pdf
Approved	Fungus Exclusion Endorsement	nUCC 092	09 06	Endorsement/Amendment/Conditions	ı		0.00	10a. Inland Marine Policy - UCC 092 09 06 - Fungus Exclusion Endorsemen t SN.pdf
Approved	Schedule of Vehicles	UCC 094	09 06	Declaration s/Schedule			0.00	5. Inland Marine Policy - UCC 094 09 06 - Schedule of Vehicles SN.pdf
Approved	Inland Marine Policy Section	UCC 095	09 06	Other	New		0.00	1. Inland Marine

SERFF Tracking Number: STNA-125473810 State: Arkansas #28921 \$50 Filing Company: State National Insurance Company Inc. State Tracking Number: Company Tracking Number: LG-UCC-AR-IM-001-F Sub-TOI: TOI:

Product Name: Commercial Inland Marine

Regional Trucking Program/LG-UCC-AR-IM-001-F Project Name/Number:

09.0 Inland Marine

Policy - UCC 095 09 06 -Section Separation Page SN.pdf

Approved **Inland Marine** UCC 096 09 06 Other New 2. Inland 0.00 Insurance

Marine

Policy - UCC 096 09 06 -Cover Page

SN.pdf

Approved Important Notice UCC 098 09 06 Disclosure/ New 0.00 8. Inland

Marine

09.0005 Other Commercial Inland Marine

to Policyholders Notice Terrorism Risk

Policy - UCC 098 09 06 -Notice to

Insurance Act of 2002

Exclusion

Policy Holders SN.pdf

Approved Electronic Data UCC 099 09 06

Endorseme New Recognition nt/Amendm

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ons

0.00

Marine Policy - UCC

12a. Inland

099 09 06 -Electronic

Data

Recognition **Exclusion** Added SN.pdf

Approved Compliance With UCC 100 09 06

Applicable Trade nt/Amendm Law Sanctions ent/Conditi Endorsement ons

0.00

13a. Inland Marine

100 09 06 -Compliance With

Policy - UCC

Applicable Trade Sanction

Endorseme New

STNA-125473810 SERFF Tracking Number: State: Arkansas Filing Company: State National Insurance Company Inc. State Tracking Number: #28921 \$50 Company Tracking Number: LG-UCC-AR-IM-001-F Sub-TOI: TOI: 09.0 Inland Marine 09.0005 Other Commercial Inland Marine Product Name: Commercial Inland Marine Regional Trucking Program/LG-UCC-AR-IM-001-F Project Name/Number: Laws Condition Added SN.pdf Approved Schedule of UCC 101 09 06 **Endorseme New** 0.00 4. Inland **Forms** nt/Amendm Marine ent/Conditi Policy - UCC ons 101 09 06 -Schedule of Forms -SN.pdf Approved **Pollutants** UCC 102 09 06 **Endorseme New** 0.00 14a. Inland **Exclusion** nt/Amendm Marine Endorsement ent/Conditi Policy - UCC ons 102 09 06 -**Pollutants** Exclusion Endorsemen t SN.pdf Approved Common Policy UCC 103 09 06 Other New 0.00 9. Inland **Endorsements** Marine Section Policy - UCC 103 09 06 -Common Policy Endorsemen ts Separation Page SN.pdf Approved Vehicle UCC 104 09 06 **Endorseme New** 0.00 15a. Inland Substitution nt/Amendm Marine

Approved Limits of UCC 106 09 06 Endorseme New

Endorsement

ent/Conditi

ons

Policy - UCC

104 09 06 -Vehicle Substitution Endorsemen t SN.pdf

16a. Inland

0.00

Company Tracking Number: LG-UCC-AR-IM-001-F

Sub-TOI: TOI: 09.0 Inland Marine 09.0005 Other Commercial Inland Marine

Product Name: Commercial Inland Marine

Project Name/Number:

Regional Trucking Program/LG-UCC-AR-IM-001-F Marine Insurance nt/Amendm ent/Conditi Endorsement Policy - UCC 106 09 06 ons Limits of Insurance Endorsemen t SN.pdf Approved Deductible UCC 107 09 06 **Endorseme New** 0.00 17a. Inland Endorsement nt/Amendm Marine ent/Conditi Policy - UCC ons 107 09 06 -Decuctible Endorsemen t SN.pdf Approved Change in UCC 108 01 07 **Endorseme New** 0.00 18a. Inland Temperature nt/Amendm Marine Endorsement ent/Conditi Policy - UCC 108 01 07 ons Change in Temperature Endorsemen t SN.pdf Approved **Ginned Cotton** UCC 109 09 06 **Endorseme New** 0.00 19a. Inland Endorsement nt/Amendm Marine ent/Conditi Policy - UCC ons 109 09 06 -Ginned Cotton Endorsemen t SN.pdf Approved Live Animals UCC 110 09 06 **Endorseme New** 0.00 20a. Inland Endorsement nt/Amendm Marine ent/Conditi Policy - UCC ons 110 09 06 -Live Animals Endorsemen t SN.pdf Approved Untarped Freight UCC 111 09 06 **Endorseme New** 0.00 21a. Inland

Company Tracking Number: LG-UCC-AR-IM-001-F

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Commercial Inland Marine

Project Name/Number: Regional Trucking Program/LG-UCC-AR-IM-001-F

Endorsement nt/Amendm Marine

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Untarped Freight

Endorsemen

t SN.pdf

Approved Commercial UCC APP 02 08 Application/New 0.00 UCC APP 02

Insurance Binder/Enro 08

Application Ilment corrected.pdf

Approved Notice of UCC CNR 12 06 Canc/NonR New 0.00 CNR 001.pdf

Cancellation or en Notice

Nonrenewal

INLAND MARINE INSURANCE

Motor Truck Cargo Legal Liability

Table of Contents

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INLAND MARINE INSURANCE

Motor Truck Cargo Legal Liability

Contract

Words and phrases that appear in **bold** print have special meanings and are defined in the definitions section of this contract.

Throughout this contract the words "you" and "your" refer to the Named **Insured** shown in the Declarations of this policy, and any other person or organization qualifying as a Named **Insured** under this contract. The words "we," "us" and "our" refer to the company providing this insurance.

In addition to the Named **Insured**, other persons or organizations qualify as **insured**s. Those persons or organizations and the conditions under which they qualify are identified in the Who Is Insured section of this contract.

Who Is Insured

Sole Proprietorship If you are an individual, you and your spouse are insureds, but only with respect

to the conduct of a business of which you are the sole owner.\\

Partnership Or Joint Venture

If you are a partnership or joint venture, you are an **insured**. Your members, your partners, and their spouses are also **insured**s, but only with respect to the

conduct of your business.

Other Organizations If you are an organization other than a partnership or joint venture, you are an

insured. Your **executive officers** and directors are **insured**s, but only with respect to their duties as your officers or directors. Your stockholders are also

insureds but only with respect to their liability as stockholders.

Employees Your employees, other than your executive officers, are insureds, but only for

acts within the scope of their employment by you or while performing duties

related to the conduct of your business.

No **employee** is an **insured** for loss or damage to property owned or occupied by or rented or loaned to that **employee**, any of your other **employees**, or any of

your partners or members (if you are a partnership or joint venture).

Custodian Any person or organization having proper temporary custody of your property if

you die are insureds, but only with respect to the maintenance or use of that

property until your legal representative has been appointed.

Legal Representative Your legal representative is an **insured**, if you die. That representative will have

all of your rights and duties, but is an **insured** only with respect to his duties as

your legal representative.

Limitation On Who No one is an **insured** for the conduct of any current or past partnership or joint

Is Insured

venture that is not shown as a named **insured** in the Declarations. Nor are any of the following an **insured** until such time as they are specifically named an **insured** under this contract:

- any financially controlled subsidiary of yours;
- any organization you newly acquire or form during the policy period; or
- any associated or affiliated companies or organizations.

Coverage

Motor Truck Cargo Legal Liability

Subject to the applicable Limit of Insurance for Motor Truck Cargo Legal Liability shown in the Declarations, we will pay damages the **insured** becomes legally obligated to pay by reason of the **insured**'s liability as:

- a common carrier truckman;
- a contract truckman; or
- other truckman for hire,

because of direct physical loss or damage to **freight** to which this insurance applies while such **freight** is:

- in or on a **conveyance**; or
- in, or within 100 feet of, a **terminal**

caused by an accident and arising out of a peril not otherwise - excluded. This insurance applies to direct physical loss or damage which occurs:

- within the Coverage Territory; and
- during the policy period.

Extension Of Coverage

The following Extension of Coverage is included under your coverage for

Motor Truck Cargo Legal Liability, and is subject to the applicable Limit of Insurance for Motor Truck Cargo Legal Liability shown in the Declarations.

Debris Removal

We will pay for the costs you incur to remove debris of damaged **freight** following direct physical loss or damage for which the **insured** is legally liable caused by an accident and arising out of a peril not otherwise excluded.

Debris removal will be paid only if reported to us in writing within 180 days of the date of the direct physical loss or damage to **freight**.

Debris removal does not apply to costs to:

- clean up or remove pollutants from air, land or water, either inside or outside of a building or other structure; or
- clean up, remove, restore or replace polluted air, land or water, either inside or outside of a building or other structure.

Additional Coverages

Unless otherwise stated, the following Additional Coverages are provided only if a Limit of Insurance for such Additional Coverages is shown in the Declarations.

Earned Freight

We will pay for freight charges which you have earned but which you are unable to collect due to direct physical loss or damage to **freight** caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Earned Freight Limit Of Insurance shown in the Declarations.

Pollutant Clean Up Or Removal

We will pay the costs you incur to clean up or remove **pollutants** from air, land or water, either inside or outside of a building or other structure, if:

- the **pollutants** were part of **freight**; and
- the discharge, dispersal, seepage, migration, release, or escape of the
 pollutants is caused by or results from direct physical loss or damage
 for which the insured is legally liable to freight caused by an accident
 and arising out of a peril not otherwise excluded.

The costs will be paid only if they are reported to us in writing within 180 days of the date the peril occurred which caused or resulted in the discharge, dispersal, seepage, migration, release or escape of the **pollutants**.

The applicable Limit of Insurance shown in the Declarations for Pollutant Clean Up or Removal is the most we will pay for the sum of all such covered costs caused by or resulting from perils not otherwise excluded that occur during each separate 12 month policy period, regardless of whether this Additional Coverage appears in any other contract or contracts that form part of this policy.

We will not pay for the costs to test for, monitor, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of **pollutants**, other than payment for testing which is performed during the clean up or removal of the **pollutants** from the air, land or water, either inside or outside of a building or other structure.

Limits Of Insurance

The applicable Limit of Insurance for Motor Truck Cargo Legal Liability shown in the Declarations is the most we will pay in any one occurrence regardless of the number of:

- insureds;
- claims made or **suit**s brought; or
- persons or organizations making claims or bringing suits.

Except as stated in Supplementary Payments, our liability for damages shall not exceed the amount for which the **insured** is legally liable, not to exceed:

- the invoice value of **freight** if there is an invoice; or
- the cash market value of freight at time and place of loss or damage if there is no invoice.

If any Extension of Coverage or Additional Coverages appear in both this contract and any other contract which forms a part of this policy, the applicable Limit of Insurance shown in the Declarations is the most we will pay for all contracts combined.

Deductible

We will pay the amount of loss or damage in excess of the applicable deductible amount shown in the Declarations for each occurrence.

Except for any deductible for Business Income or Extra Expense shown in the Declarations, if two or more deductibles apply to the same occurrence, only the largest single deductible will apply, unless otherwise stated.

Investigation, Defense And Payment Of Damages

We will have the right and duty to defend any **insured** against a **suit** seeking damages.

However, we will have no duty to defend any **insured** against a **suit** seeking damages to which this insurance does not apply. We may at our discretion investigate any accident and settle any claim or **suit** that may result.

The amount we will pay for damages is limited as described in Limits of Insurance. Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements.

We have no further obligation or liability to pay sums or perform acts or services unless explicitly provided for under Supplementary Payments shown below.

Supplementary Payments

We will pay, with respect to any claim we investigate or settle, or any **suit** against an **insured** we defend:

- all expenses we incur;
- the premium amount of bonds to release attachments, but only for premium amounts within the amount of insurance available. We do not have to furnish these bonds;
- reasonable expenses incurred by the **insured** at our request to assist us in the investigation or defense of the claim or **suit**;
- costs taxed against the **insured** in the **suit**;
- prejudgment interest awarded against the insured on that part of the
 judgment we pay. If we make an offer to pay the applicable Limit of
 Insurance, we will not pay any prejudgment interest based on that
 period of time after the offer; and
- all interest on the full amount of any judgment that accrues after entry
 of the judgment and before we have paid, offered to pay, or deposited
 in court the part of the judgment that is within the applicable Limit Of
 Insurance

These payments will not reduce the Limits of Insurance.

Coverage Territory

The coverage territory is the United States of America, its territories or possessions, Canada and Puerto Rico.

Exclusions

Acts Or Decisions

This insurance does not apply to loss or damage arising out of acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

This exclusion does not apply to ensuing loss or damage unless exclusion applies.

Dishonesty

This insurance does not apply to loss or damage arising out of fraudulent, dishonest, or criminal acts or omissions committed alone or in collusion with others by you, your partners, directors, trustees, and employees, or by anyone authorized to act for you, or anyone to whom you have entrusted **freight** for any purpose.

This exclusion does not apply to:

A. acts of vandalism unless such acts are committed by strikers or locked out workers:

B. acts committed by:

- 1. connecting carriers for hire; or
- 2. anyone claiming to be a connecting carrier for hire, other than an **insured**. A connecting carrier for hire does not include an independent operator who you have leased or hired;

C. acts committed by a warehouseman for hire, other than an **insured**; or D. ensuing loss or damage unless another exclusion applies.

Governmental Action

This insurance does not apply to loss or damage arising out of seizure, confiscation, expropriation, nationalization or destruction of property by order of governmental authority, regardless of any other cause or event that directly or indirectly:

- contributes concurrently to;
- contributes in any sequence to; or
- worsens,

the loss or damage, even if such other cause or event would otherwise be covered.

This exclusion does not apply to loss or damage for which the **insured** is liable caused by or resulting from acts of destruction ordered by governmental authority:

- when taken at the time of a fire to prevent its spread, but only if the insured's liability for such fire would be covered under this insurance; or
- if the act of destruction is made necessary by direct physical loss or damage caused by a peril not otherwise excluded.

Loss Of Market

This insurance does not apply to loss or damage arising out of loss of market, loss of use or delay.

This exclusion does not apply to ensuing loss or damage unless another exclusion applies.

Nuclear Hazard

This insurance does not apply to loss or damage arising out of nuclear reaction or radiation, or radioactive contamination, however caused, regardless of any other cause or event that directly or indirectly:

- contributes concurrently to;
- contributes in any sequence to; or
- worsens,

the loss or damage, even if such other cause or event would otherwise be covered.

Planning, Design, Materials Or Maintenance

This insurance does not apply to loss or damage (including the costs of correcting or making good) arising out of any faulty, inadequate or defective:

- planning, zoning, development, surveying, site selection;
- design, specifications, plans, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- materials used in repair, construction, renovation or remodeling; or
- maintenance,
- of part or all of any property wherever located.

This exclusion does not apply to ensuing loss or damage unless another exclusion applies.

Pollutants

This insurance does not apply to:

- A. loss or damage arising out of the mixture of or contact with property and a **pollutant** when such mixture or contact causes the property to be impure and harmful to:
 - 1. itself or other property;
 - 2. persons, animals or plants;
 - 3. air, land or water; or
 - 4. any other part of an environment,

either inside or outside of a building or other structure, howsoever caused, regardless of any other cause or event that directly or indirectly:

- 1. contributes concurrently to;
- 2. contributes in any sequence to; or
- 3. worsens, the loss or damage, even if such other cause or event would otherwise be covered.

Paragraph A. does not apply to:

1. the mixture of or contact between property and **pollutants** if the mixture or contact arises out of a **named peril**;

- 2. the mixture of or contact between property you own, use or operate and **pollutants** if:
 - a. the **pollutants** were part of or emitted from such property; and
 - b. the mixture of or contact between such property and **pollutants** arises out of a peril not otherwise excluded;
- 3. a gas, water or other liquid which escapes from processing equipment, plumbing systems, refrigeration systems, cooling systems or heating systems (other than underground oil tanks, underground piping or underground tubing) provided such gas, water or other liquid is intended to be contained in such processing equipment, plumbing systems, refrigeration systems, cooling systems or heating systems;
- 4. any solid, liquid or gas used to suppress fire;
- 5. water which:
 - a. backs up or overflows through sewers, drains or sump; b. seeps or leaks through basements, foundations, roofs, walls, floors or ceilings of any building or other structure; or c. enters doors, windows or other openings in any building or other structure.

Paragraphs 2 through 4 above do not apply to loss or damage involving:

- 1. radon or any other naturally occurring gaseous irritant or contaminant;
- 2. organisms or micro-organisms including bacteria, fungus, mold, or their spores or products; or
- 3. viruses or other pathogens; or
- B. any increase in costs, loss or damage associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants** regardless of any other cause or event that directly or indirectly:
 - contributes concurrently to;
 - contributes in any sequence to; or
 - worsens.

the loss or damage, even if such other cause or event would otherwise be covered.

Paragraph B. does not apply to Additional Coverage, Pollutant Clean Up Or Removal.

War and Military Action

This insurance does not apply to loss or damage arising out of:

- war, including undeclared or civil war;
- warlike action by a military force, including action in hindering or defending against an actual or expected attack, by

- any government, sovereign or other authority using military personnel or other agents; or
- insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these,

however caused, regardless of any other cause or event that directly or indirectly:

- contributes concurrently to;
- contributes in any sequence to; or
- worsens,

the loss or damage, even if such other cause or event would otherwise be covered.

Conditions

Arbitration

We are entitled to exercise all of the **insured**'s rights in the choice of arbitrators and the conduct of any arbitration proceeding, except when the proceeding is between us and the **insured**.

Bankruptcy

Bankruptcy or insolvency of the **insured** or the **insured**'s estate will not relieve us of any obligation to which this insurance applies.

Concealment Or Misrepresentation This insurance is void if you or any other **insured** intentionally conceal or misrepresent any material fact or circumstance relating to this insurance at any time.

Insured's Duties In The Event Of Loss Or Damage

- A. You must see to it that we are notified as soon as practicable of any loss or damage which may result in a claim. To the extent possible, notice should include:
 - 1. how, when and where the loss or damage took place;
 - 2. the names and addresses of any witnesses; and
 - 3. the nature and location of the loss or damage.
- B. If a claim is made or **suit** is brought against any **insured**, you must:
 - 1. immediately record the specifics of the claim or **suit** and the date received; and
 - 2. notify us in writing as soon as practicable.
- C. You and any other involved **insured** must:
 - 1 immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or **suit**;
 - 2. authorize us to obtain records and other information;
 - 3. cooperate with us in the:
 - a. investigation or settlement of the claim; or
 - b. defense of the suit; and

- 4. assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the **insured** because of injury or damage to which this insurance may also apply.
- D. No **insured**s will, except at that **insured**'s own cost, make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- E. Notice given by or on behalf of:
 - 1. the **insured**;
 - 2. the injured person; or
 - 3. any other claimant, to any licensed agent of ours with particulars sufficient to identify the insured shall be deemed notice to us.
- F. Knowledge of any loss or damage by any agent or **employee** of the **insured** will not constitute knowledge by the **insured**, unless an officer or his designee receives such notice from its agent or **employee**.
- G. Failure of an agent or **employee** of the **insured**, other than an officer or his designee, to notify us of any loss or damage which he knows about will not affect the insurance afforded you by this contract.

Legal Action Against Us

No person or organization has a right under this insurance:

- to join us as a party or otherwise bring us into a **suit** asking for damages from an **insured**; or
- to sue us on this insurance unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an **agreed settlement** or on a final judgment against an **insured** obtained after:

- an actual trial in a civil proceeding;
- an arbitration proceeding; or
- an alternative resolution proceeding,

but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable Limits Of Insurance.

No Benefit To Carrier Or Bailee No person or organization, other than you or a connecting carrier for hire, having custody of **freight** will benefit from this insurance.

Other Insurance

- A. In another policy or with another company you may have other insurance covering the same loss or damage as the insurance provided under this policy. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit Of Insurance shown in the Declarations of this policy bears to the limits of insurance of all insurance covering the loss or damage.
- B. In another part of this policy you may have other insurance for

loss or damage covered hereunder. In such case, there is no insurance under this contract until the limit of insurance available in that other contract is exhausted. When that limit of insurance is exhausted and if there is still loss or damage remaining to which this insurance applies, this contract will cover the remaining loss or damage, subject to the applicable Limit Of Insurance shown in the Declarations.

Reimbursement

By the acceptance of this policy you agree that if we have attached any endorsements to this policy in order to comply with the requirements of any federal, provincial, or state law or regulation regulating the transportation industry, or your financial responsibility, you will reimburse us for any payment we make, including any supplementary payments, and attorney fees necessarily incurred by us in obtaining reimbursement, that we are not obligated to make under this policy except for the liability imposed on us by such endorsements issued by us in order to comply with such laws and regulations.

The terms and conditions of this policy, and of any endorsement other than those necessary in order to comply with the laws and regulations specified above, remain as binding between the **insured** and us and no liability is covered by this policy except as specified in this policy and any endorsement other than those necessary in order to comply with the laws and regulations specified above.

Separation Of Insureds

Except with respect to the Limits Of Insurance and any rights or duties specifically assigned in this insurance to the first named **insured**, this insurance applies:

- as if each named **insured** were the only named **insured**; and
- separately to each **insured** against whom claim is made or **suit** is brought.

Transfer Of Rights Of Recovery

If the **insured** has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. The **insured** must do nothing to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

Definitions

WHEN USEDWITH RESPECT TO INSURANCE UNDER THIS CONTRACT:

Agreed Settlement

Agreed settlement means a settlement and release of liability signed by us, the **insured** and the claimant or the claimant's legal representative.

Crash, Collision, Upset Or Overturn **Crash, collision, upset or overturn** means crash, collision, upset or overturn of the conveyances on which **freight** is shipped. **Crash, collision, upset or overturn** does not mean:

• collision or such conveyances with overpasses;

- contact of such conveyances with curbs, loading docks, marine docks, piers, railroad ties, railroad roadbed, roads or streets, runways or wharves; or
- the coming together or conveyances during coupling.

Earthquake

Earthquake means earthquake shocks. All earthquake shocks that occur within 168—hourperiod will constitute a single occurrence.

Employee

Employee means a person employed by an **insured** and includes a **leased worker** and a **temporary worker**.

Executive Officer

Executive officer means a person holding any of the officer positions created by your charter, constitution or by-laws.

Explosion

Explosion means explosion including the malicious use of explosives. **Explosion** does not mean mechanical breakdown, including rupture or bursting caused by centrifugal force.

Flood

Flood means:

- waves, tidal water or tidal waves; or
- rising or overflowing or breaking of any boundary

of natural or man-made lakes, reservoirs, ponds, brooks, rivers, streams, harbors, oceans or any other body of water or watercourse, whether driven by wind or not.

Freight

Freight means tangible property of others in your care, custody or control that is **in due course of transit** subject to a bill of lading, shipping receipt, delivery receipt or other legal contract of Affreightment when you are acting as a carrier for hire.

Freight does not mean:

- accounts, bills, deeds, evidences of debt, money, notes, securities, plans, blueprints and other similar papers;
- contraband;
- precious metals, precious and semiprecious stones, jewelry, furs, garments trimmed with fur, paintings, statuary and other works of art;
- property carried gratuitously or as an accommodation;
- property of others when the **insured**'s relationship to the owner of the property is that of a warehouseman; or
- property owned by any **insured**.

In Due Course Of Transit

In due course of transit means being shipped from the time the insured assumes actual or constructive care, custody or control of freight for the purposes of the actual movement of freight from the point of shipment bound for a specified destination, and ending when the first of the following occurs:

A. the property is accepted by, or on behalf of, the consignee at the intended destination;

B. the **freight** is accepted by, or on behalf of, the consignee at any intermediate point short of reaching the original intended destination; C. the shipper or consignee orders the **freight** stopped and held pending instructions. However, this does not apply to **freight**:

1. while in the custody of your "on hand" department, for a period of time not to exceed 30 days; or

2. during "storage in transit".

In due course of transit includes ordinary, reasonable, and necessary stops, interruptions, delays, or transfers incidental to the route and method of shipment.

Insured

Insured means any person or organization qualifying as an insured under the Who Is Insured provision and against whom claim is made or **suit** is brought.

Leased Worker

Leased worker means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. **Leased worker** does not include a **temporary worker**.

Named Peril

Named peril means:

- collapse of bridges, culverts, loading docks, marine docks, piers or wharves;
- crash, collision, upset or overturn;
- earthquake;
- explosion;
- fire or lightning;
- flood;
- smoke;
- stranding or sinking of waterborne conveyance;
- theft;
- vandalism;
- volcanic action; or
- wind storm or hail.

Pollutants

Pollutants means:

- any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fibers, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be disposed of, recycled, reconditioned or reclaimed;
- organisms or microorganisms including bacteria, fungus, mold, or their spores or products; or
- viruses or other pathogens.

Riot Or Civil Commotion

Riot or civil commotion means looting occurring at the time and place of a riot or civil commotion.

Smoke

Smoke means the sudden and accidental discharge of smoke.

Smoke does not mean smoke from agricultural smudging, industrial operations or fireplaces.

Suit

Suit means a civil proceeding in which damages because of loss or damage to which this insurance applies are alleged. **Suit** also includes:

- an arbitration proceeding in which such damages are claimed and to which the **insured** must submit or does submit with our consent; or
- any other alternative dispute resolution proceeding in which such damages are claimed and to which the **insured** submits with our consent.

Temporary Worker

Temporary worker means a person who is furnished to you for a finite time period to support or supplement your work force in special work situations such as **employee** absences, temporary skill shortages and seasonal workloads.

Vandalism

Vandalism means willful and malicious damage or destruction. **Vandalism** does not mean theft.

Volcanic Action

Volcanic action means:

- airborne volcanic blast or shock waves;
- ash, dust or particulate matter; or
- lava flow,

arising out of the eruption of a volcano.

All volcanic eruptions that occur within a 168-hourperiod will constitute a single occurrence.

Windstorm Or Hail

Wind storm or hail means windstorm or hail excluding frost or cold weather, snow, sleet or ice other than hail, whether driven by wind or not.

All windstorm or hail that occurs within a 168-hourperiod will constitute a single occurrence.

INLAND MARINE INSURANCE

PROPERTY DECLARATIONS

State National Insurance Company, Inc. 8200 Anderson Blvd.

Named Insured and Mailing Addres	Fort Worth, TX 76120
	Policy Number
	Effective Date
Producer Number	
Producer	
Policy Period From: (12:01AM Standard Time at t	To:he Named Insured's mailing address shown above)
Deductible:	
The deductible shown above applies to all cove contained within his policy unless a specific co	erages, except Business Income and Extra Expense, overage deductible is shown below.
Coverages - Following displays the cover	rages provided by this policy
Premises Coverages Away From Pr – the following displays the co	remises overages provided away from premises
MOTOR TRUCK CARGO LEGA	AL LIABILITY – SCHEDULED FORM
Per Occurrence Limi Per Conveyance Lim Deductible	·
EARNED FREIGHT Limit of Insurance	
Coverages at Named Premises Unr	named Premises and Away From Premises

 the following displays the coverages provid specifically covered under this insurance, other 	•
POLLUTANT CLEAN UP OR REMOVAL Limit of Insurance	
MOTOR TRUCK CARGO LEGAL LIABILITY SCHEDULED NEWLY ACQUIRED TERM Newly Acquired Limit	

INLAND MARINE INSURANCE

FUNGUS EXCLUSION: ENDORSEMENT Effective Date Policy Number Under Exclusions, the following is added: **Exclusions** Fungus This insurance does not apply to loss or damage: which is fungus; which is in anyway attributed to the presence of fungus; or arising out of fungus regardless of any other cause or event that directly or indirectly; contributes concurrently to; contributes in any sequence to; or worsens, the loss or damage, even if such other cause or event would otherwise be covered. The Fungus exclusion does not apply when the presence of **fungus** results from: explosion; fire; leakage from fire protection equipment; or lightning Under definitions, the definitions of Pollutants is deleted and replaced with he following: **Definitions Pollutants** Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor soot, fibers, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be disposed of, recycled, reconditioned or reclaimed. Pollutants does not mean fungus

Under definitions, the following definition is added:

Definitions

Fungus

Fungus means any:

- A. 1. mildew, mold, or other fungi;
 - 1. other micro-organisms; or
 - 2. mycotoxins, spores, or other by-products of the foregoing; or
- B. colony or group of any of the foregoing.

All other terms and conditions remain unchanged.

Authorized Representative

INLAND MARINE INSURANCE

		Schedule of Vehicle	es	
		Policy Period		To:
		Effective Date		
		Policy Number		_
		Insured		
		Name of Company Date Issued	STATE NATI COMPANY, I	ONAL INSURANCE INC.
Vehicle				Vehicle
Item No.	Make	Model	Year	Identification No.
001 002				

003

Page 1 of 1	LICC 095 09 06
Inland Marine Policy Section	

UCC 095 09 06

Inland Marine Insurance

FOR

State National Insurance Company, Inc.

Producer:

State National Insurance Company, Inc. 8200 Anderson Blvd. Fort Worth, TX 76120

IMPORTANT NOTICE TO POLICYHOLDERS TERRORISM RISK INSURANCE ACT OF 2002

This Important Notice is being provided with your policy to further satisfy the disclosure requirements of the Terrorism Risk Insurance Act of 2002 ("TRIA")

At the time you received the written offer for this policy, we provided you with an Important Notice to Policyholders indicating that the insurance provided in your policy for losses caused by certain acts of terrorism (as defined in TRIA) would be partially reimbursed by the United States of America, pursuant to the formula set forth in TRIA. In addition, as required by TRIA, we

- indicate that we would make available insurance for such losses in the same manner as we provide insurance for other types of losses
- specified the premium we would charge, if any, for providing such insurance; and
- except to the extent prohibited by law, gave you the opportunity to reject such insurance and have a terrorism exclusion, sublimit or other limitation included in your policy.

This Important Notice refers back to that Important Notice and provides information about your decision and manner in which your policy has been subsequently modified.

If:

- You rejected terrorism insurance under TRIA, your policy includes the appropriate amendatory endorsement(s),
- You did not reject terrorism insurance under TRIA the premium charged for your policy, including that portion applicable to terrorism insurance under TRIA, is shown in your policy. To the extend your policy includes a limitation does not apply to terrorism insurance under TRIA

Please carefully review your policy and the Important Notice previously provided to you for further details. Please remember that only other terms of your policy establish the scope of your insurance protection.

Please note that if your policy:

- provides commercial property insurance in jurisdiction that has a statutory standard fire policy, the premium we charge for terrorism insurance under TRIA, includes an amount attributable to the insurance provided pursuant to that standard fire policy, Rejection of such statutory insurance is legally prohibited.
- is a workers compensation policy, rejection of insurance for terrorism is legally prohibited.

INLAND MARINE INSURANCE

ELECTRONIC DATA RECOGNITION EXCLUSION; ENDORSEMENT

Policy Period	To:
Effective Date	
Policy Number	<u></u>
Insured	
Name of Company	STATE NATIONAL INSURANCE COMPANY, INC.
Date Issued	

This Endorsement applies to the following forms

MOTOR TRUCK CARGO LEGAL LIABILITY - SCHEDULED FORM

Under Exclusions, and only with respect to the form shown above, the following exclusion is added.

Electronic Data Recognition

- A. This insurance does not apply to:
- B. loss or damage caused by or resulting from failure of any owned or non-owned:
 - computer system, computer equipment, hardware, program or software; or
 - 2. micro-chip, integrated circuit or similar device in computer equipment or non-computer equipment

to correctly recognize any data as its true correct date, regardless of any other cause or event that directly or indirectly:

- 1. contributes concurrently to;
- 2. contributes in any sequence to; or
- 3. worsens,

the loss or damage, even if such other cause or event would otherwise be covered.

Paragraph A. does not apply to ensuing loss or damage caused by or resulting from:

- 1. a **specified peril**;
- 2. theft; or
- 3. freezing or plumbing or sprinkler systems.
- B. any cost or expense you incur to repair or modify any:
 - 1. computer system, computer equipment, hardware, program or software; or
 - 2. computer equipment or non-computer equipment containing a micro-chip, integrated circuit or similar device,

in order that to correct deficiencies or failures of logic or operation.

All other terms and conditions remain unchanged.

Authorized Representative

COMPLIANCE WITH APPLICABLE TRADE SANCTION LAWS; ENDORSEMENT Policy Period To: Effective Date Policy Number Insured *Name of Company* STATE NATIONAL INSURANCE COMPANY, INC. Date Issued This Endorsement applies to the following forms COMMON POLICY CONDITIONS The following condition is added. Compliance With This insurance does not apply to the extent that trade or economic sanctions or Applicable Trade other laws or regulations prohibit us from providing insurance. Sanction Laws All other terms and conditions remain unchanged.

Authorized Representative

SCHEDULE OF I	FORMS
Policy Period	To:
Effective Date	
Policy Number	
Insured	
Name of Company	STATE NATIONAL INSURANCE COMPANY, INC
Date Issued	

The following is a schedule of forms issued with the policy at inception:

Form Number	Form Name
UCC 096 09 06	INLAND MARINE COVER PAGE
UCC 095 09 06	INLAND MARINE DECLARATIONS SEPARATION PAGE
UCC 101 09 06	SCHEDULE OF FORMS
UCC 091 09 06	PROPERTY DECLARATIONS
UCC 094 09 06	SCHEDULE OF VEHICLES
UCC 090 09 06	MOTOR TRUCK CARGO LEGAL LIABILITY SCHED FORM
UCC 092 09 06	FUNGUS EXCLUSION ADDED (MTC OR RIGGERS LL)
UCC 102 09 06	POLLUTANTS EXCLUSION ENDORSEMENT
UCC 098 09 06	NOTICE TO POLICY HOLDERS
UCC 099 09 06	ELECTRONIC DATA RECOGNITION EXCLUSION ADDED
UCC 103 09 06	INLAND MARINE COMMON POLICY ENDORSEMENTS SEPARATION
	PAGE
UCC 100 09 06	COMPLIANCE WITH APPLICABLE TRADE SANCTION LAWS CONDITION ADDED
IL 09 56 11 02	EXCLUSION OF CERTIFIED ACTS AND OTHER ACTS OF TERRORISM; COVERAGE FOR CERTAIN FIRE LOSSES

	POLLUTANTS EX	CLUSION; ENDORSEMENT							
	Policy Period	To:							
	Effective Date								
	Policy Number								
	Insured								
	Name of Company Date Issued	STATE NATIONAL INSURANCE COMPANY, INC.							
MOTOR TRUCK CA	ARGO LEGAL LIABILITY – S Under Exclusions, the Pollut	CHEDULED FORM ants exclusion is deleted and replaced by the following:							
	Under Exclusions, the Pollut	ants exclusion is deleted and replaced by the following:							
Exclusions									
Pollutants	This insurance does not apply to:								
		g out of the mixture of or contact between property such mixture or contact causes the property to be o:							
	 itself or othe persons, anii land, water, 	mals, or plants;							
		rt of an environment,							
		utside of a building or other structure. This exclusion s of any other cause or event that directly or indirectly:							
	 contributes concurrently to; contributes in any sequence to; or worsens, 								

be covered

the loss or damage, even if such other cause or event would otherwise

But paragraph A. does not apply to:

- 1. the mixture of or contact between property and **pollutants** if the mixture or contact s arises out of a **specified peril**;
- 2. the mixture of or contact between property you own, use or operate and **pollutants** if:
 - a. the **pollutants** were part of or emitted from such property;
 and
 - b. the mixture of or contact between such property and **pollutants** arises out of a peril not otherwise excluded
- 3. a gas, water or other liquid that escapes from processing equipment, plumbing systems, refrigeration systems, cooling systems or heating systems (other than underground oil tanks, underground piping or underground tubing) provided such gas, water or other liquid is intended to be contained in such processing equipment, plumbing systems, refrigeration systems, cooling systems or heating systems;
- 4. any solid, liquid or gas used to suppress fire;
- 5. water that:
 - a. backs up or overflows through sewers, drains, or sump;
 - b. seeps or leaks through basements, foundations, roofs, walls, floors, or ceilings of any building or other structure; or
 - enter doors, windows or other openings in any building or other structure.

Paragraphs 2. through 4. immediately above do not apply to loss or damage involving random or any other naturally occurring gaseous irritant or contaminant; or

- B. any increase in costs, loss or damage associated with the enforcement of any ordinance or law that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, assess the effects of pollutants, regardless of any other cause or event that directly or indirectly:
 - contributes concurrently to;
 - contributes in any sequence to; or
 - worsen:

the loss or damage, even if such other cause or event would otherwise be covered.

But paragraph B. does not apply to the Additional Coverage, Pollutant Clean Up Or Removal.

	Common Policy Endorsements Section
oland Marino Ina	Dogo 1 of 1

	VEHICLE SUBSTI	TUTION; ENDORSEMENT						
	Policy Period	To:						
	Effective Date							
	Policy Number							
	Insured							
	Name of Company Date Issued	STATE NATIONAL INSURANCE COMPANY, INC.						
MOTOR TRUCK CARC	GO LEGAL LIABILITY – SO Under Extensions of Coverage							
Coverage								
Vehicle Substitution	We will pay damages the i the insured's liability as:	nsured becomes legally obligated to pay by reason of						
 A common carrier truckman; A contract truckman; or Other truckman for hire, 								
	because of direct physical loss or damage to freight , caused by an accident and arising out of a peril not otherwise excluded, to which this insurance applies, while such freight is:							
	 In or on a vehicle not shown on the Schedule of Vehicles; or In or on a trailer attached to a vehicle not shown on the Schedule of Vehicles, if such vehicle: 							

A. Is a substitute for a vehicle shown on the Schedule of Vehicles which:

1) Has become disabled;

- 2) Has been stolen; or
- 3) Is no longer licensed by the **insured** for road use

This extension of coverage applies until the first of the following occurs:

- you report the substituted vehicle to us;
- 30 days passes from the date you substituted such vehicle; or
- the policy expires,

At our request, you will provide us with:

- the official log for such vehicle;
- motor vehicle records regarding the licensing of such vehicles;
- a police report for the stolen vehicle on the Schedule of Vehicles.

This extension of coverage applies to direct physical loss or damage which occurs:

- within the Coverage Territory; and
- during the policy period.

This Endorsement applies to the following forms

MOTOR TRUCK CARGO LEGAL LIABILITY - SCHEDULED FORM

Limits of Insurance

Limits of Insurance is removed and replaced by the following:

The limit of Insurance for Motor Truck Cargo Legal Liability Shown in the Declarations is the most we will pay in any one occurrence regardless of the number of:

- insured's:
- claims made or suits brought; or
- persons or organizations making claims or bringing suits.

Subject to the applicable Limit of Insurance for Motor Truck Cargo Legal Liability, the Motor Truck Cargo Legal Liability Limit of Insurance Per Conveyance shown in the Declaration is the most we will pay in any one occurrence involving any one conveyance.

Except as stated in Supplementary Payments, our liability for damages shall not exceed the amount for which the insured is legally liable, not to exceed:

- The invoice value of freight if there is an invoice; or
- The cash market value of freight at time and place of loss or damage if there is no invoice.

If any Extension Of Coverage or Additional Coverages appear in both this contract and any other contract which forms a part of this policy, the applicable

	Limit of Insurance contracts combined	imit of Insurance shown in the Declarations is the most we will pay for all ontracts combined.									
Test and 1 March 17		Do co 2 -£2									
Inland Marine Insurar	псе	Page 2 of 2		UCC 106 09 06							

	DEDUCTIBLE; E	NDORSEMENT						
	Policy Period	To:						
	Effective Date							
	Policy Number							
	Insured							
	Name of Company Date Issued	STATE NATIONAL INSURANCE COMPANY, INC.						
This Endorsement a	pplies to the following forms							
MOTOR TRUCK C	CARGO LEGAL LIABILITY – S	CHEDULED FORM						
	Deductible is removed and re	eplaced by the following:						
Deductible	- ·	f loss or damage in excess of the applicable deductible arations for each occurrence, except as provided						

below.

For loss or damage caused by mechanical breakdown of, or electrical injury to, refrigeration or heating equipment, we will pay loss or damage in excess of:

- The applicable deductible amount shown in the Declarations for each occurrence; or
- \$2,500 for each occurrence,

whichever is more.

Except for any deductible for Business Income or Extra Expense shown in the Declarations, if two or more deductibles apply to the same occurrence, only the largest single deductible will apply, unless otherwise stated

CHANGE IN TEMPERATURE; ENDORSEMENT Policy Period _____ To: Effective Date Policy Number Insured *Name of Company* STATE NATIONAL INSURANCE COMPANY, INC. Date Issued This Endorsement applies to the following forms MOTOR TRUCK CARGO LEGAL LIABILITY - SCHEDULED FORM Under Exclusions, the following endorsement is added: **Exclusions**

Change in *Temperature*

This insurance does not apply to loss or damage arising out of changes in or extremes of temperature or humidity, or freight being decayed, deteriorated, frosted, thawed, rusted, rotted, spotted, soured, steamed or changed in flavor, color texture, finish or appearance.

This change in temperature exclusion does not apply to loss or damage for which the insured is legally liable caused by:

A.

- 1) The mechanical breakdown of; or
- 2) Electrical injury to refrigeration or heating equipment that has been maintained in accordance with the equipment manufacturer's recommended maintenance instruction; and
- 3) such breakdown results in a change of temperature or extremes of temperature which is evidenced by:
 - a. a temperature recording device or
 - b. entries in the driver's official log of the actual temperature within the cargo carrying compartment at least once every four hours; or

B. mechanical breakdown of or electrical injury to the insured's vehicle as evidenced by entries in the driver's official log and repair bills showing repair of the vehicle.

Mechanical breakdown or electrical injury does not include:

- Lack of fuel for the conveyance or for the refrigeration or heating equipment; or
- Improper lubrication of the refrigeration or heating equipment.

	GINNED COTTON	N; ENDORSEMENT								
	Policy Period	To:								
	Policy Period Effective Date Policy Number Insured Name of Company Date Issued oplies to the following forms ARGO LEGAL LIABILITY -									
	Policy Number									
	Insured									
	• •	STATE NATIONAL INSURANCE COMPANY, INC.								
	Dute Issueu									
This Endorsement app	olies to the following forms									
MOTOR TRUCK CA	RGO LEGAL LIABILITY – S	CHEDULED FORM								
	Under Exclusions, the follow	ing endorsement is added:								
Exclusions										
Ginned Cotton	This insurance does not apply to loss or damage arising out of fire, explosion or spontaneous combustion of ginned cotton if one or more bales in due course of transit were ginned within seventy-two hours prior to being in due course of transit									

	LIVE ANIMALS; E	ENDORSEMENT								
	Policy Period	To:								
	Effective Date									
	Policy Number									
	Insured									
	Name of Company Date Issued	STATE NATIONAL INSURANCE								
	Date Issued	COMPANY, INC.								
This Endorsement ap	oplies to the following forms									
MOTOR TRUCK CA	ARGO LEGAL LIABILITY – S	CHEDULED FORM								
	Under Exclusions, the follow	ring endorsement is added:								
Exclusions										
Live Animals	This insurance does not apanimals.	This insurance does not apply to death, destruction, injury or disease of live animals.								
	This Live Animals exclusi disease arises out of a nan	ion does not apply if such death, destruction, injury, or ned peril.								

	UNTARPED FREI	GHT; ENDORSEMENT						
	Policy Period	To:						
	Effective Date							
	Policy Number							
	Insured							
	Name of Company Date Issued	STATE NATIONAL INSURANCE COMPANY, INC.						
This Endorsement applic	es to the following forms							
MOTOR TRUCK CAR	GO LEGAL LIABILITY – S	CHEDULED FORM						
	Under Exclusions, the follow	ring endorsement is added:						
Exclusions								
Untarped Freight		oply to rust, oxidation of corrosion of freight , or loss ain, hail, sleet, snow, sand or dust.						

This Untarped Freight exclusion does not apply to loss or damage for which the insured is legally liable if:

- **freight** was not transported on a flatbed trailer; or;
- you demonstrate that freight transported on a flatbed trailer was completely and securely covered by a waterproof tarpaulin which first sustained damage by an accident arising out of a peril not otherwise excluded, through which rain, hail, snow, sand, or dust entered.

State National Insurance Company Inc. Commercial Insurance Application

GENERAL	INFORMATION															
Name:				Federal ID or S.S. No.: U.S. DOT No.:												
Dates Coverage Desired: FROM: TO:				Years in Trucking Ind						ndu	stry:	Years in Business:				
Location	Address:			City		State	Zip	\equiv	Country			Contac	at Info	Type		
Location	Address.			City		State	Zip		Country			Comac	J. IIIIO	туре		
M = Mailing	/ G = Garage										TYPE	: P=Ph	one, F=Fax, E=Em	nail, C=Cell		
DESCRIPT	TION OF OPERA	TIONS		[□] For	r Hire	[□] Pr	ivate [[□1	Non-Trucking	ГГ	11 Other (e	xplain)			
Ran	ge of Transport	:	Ra	adius		%			City		%	- F	City	%		
	go o			- 100		%					%			%		
Γ	Interstate			I - 300		%					%			%		
F	Intrastate			- over		%					%			%		
L				0101		70					%			%		
OPERATION	ONS LESS THAN	300 MII	LE RA	DIUS - li	ist city o	destina	tions:				70			70		
0																
OPERATION	ONS BEYOND 30) MILE	RADI	US - iden	ntify cition	es trave	eled thro	ougl	h or into:							
ZONE 1	☐ Buffalo,	NY		☐ Hartford	d, CT		☐ Mempl	his, ⁻			Omaha, NE		☐ San Diego, CA			
ZONE 2	☐ Charlotte			Houston			☐ Miami,		10/1		Philadelphia,	PA	San Francisco, 0	CA		
ZONE 3	☐ Chicago			☐ Indiana			☐ Milwau		, WI is/St. Paul, MN		Phoenix, AZ Pittsburgh, P.	Δ	☐ Seattle, WA☐ Other:			
	☐ Clevelar			☐ Kansas			☐ Nashvi				Portland, OR		☐ Other:			
Atlanta, G			TX	Little Ro			☐ New Orleans, LA ☐				Richmond, V					
☐ Baltimore,				Los Ang		١	☐ New Y				St. Louis, MC		Other:			
☐ Boston, M	ASS Detroit, I	VII		Louisvii	ile, K i		□Oklaho	ma	City, OK	Ш,	Salt Lake City, UT Other:					
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COMMOD	ITIES TRANSPO	RTED	Li	st shippe	er requii	rement	s, if any:	:								
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Ħ	Uninsured Motorists*			
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Ħ	Hired Autos			
Ħ	Non-owned Autos			
Ħ	Physical Damage			
Ħ	Trailer Interchange			
Ħ	Cargo/Inland Marine			
Ħ	Truckers General Liability			
Ħ	Medical Payment*			
Ħ	Personal Injury Protection*			
Π	Combined Deductible			
	* Coverage selection/rejection			insured Motorists, Medical Payments, and Personal Injury Protection
	(as required b	by state laws) must be comp	leted and submit	ted together with this application for insurance coverage.
SCH	EDULE OF ADDITIONAL IN	SUREDS (SHIPPER)		
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	abets, solicits or conspires conversion of any motor ve	with another to make a chicle to a law enforcem its perjury or a fraudule	a false or misle nent agency, a	a: Any person who knowingly makes or assists, eading report of the theft, destruction, damage or state department of motor vehicles, or an act, which are crimes punishable by incarceration,
SIGI	NATURES			
SIGI	NATURES			
	I have applied. I also understa	and that a routine inquiry mode of living, as well as	may be made any pertinent f	ting/underwriting the insurance for which providing information concerning my character, general reputation, inancial data deemed necessary. Upon written request, information
				full and true exposition of all the facts and circumstances with regard ne same are hereby made as the basis and condition of the insurance.
	a claim containing a false or c	deceptive statement is gu	ilty of insuranc	is facilitating a fraud against an insurer, submits an application or files e fraud. By signing below, I affirm full knowledge of and adherence to th respect to the coverages stated herein.
		nall become null and void	, and no benefi	tional Insurance Company, Inc. shall issue a policy. It is a stipulation t or effect whatsoever as to any claim arising, in the event that any lent in nature.
	Company, Inc. will be the only	y drivers of the insured ve	ehicles during t	ne Insured and the drivers on record with State National Insurance. the policy period and all subsequent renewals unless additional drivers Inc. prior to the operation or use of any vehicle shown in the policy.
	APPLICANTS NAME	DAT	Ē	APPLICANT'S SIGNATURE
	PRODUCER NAME	PHC	ONE / FAX	PRODUCER'S SIGNATURE

FINANCED VALUE COVERAGE

The Stated Value of each auto must be equal to or greater than the outstanding financial obligation for that auto in order for the Financed Value Coverage to apply.

DRIVER INFORMATION		Must Be Completed For All Drivers						
Driver	Date of Birth	License Number	State	# Yrs driving Similar Equipment	Date of Hire	Notes		

SCHEDU	LE OF AUTOS TO BE INS	SURED	All units you own or are leased to you must be scheduled and insured if fillings are to be made							
Model Year	Trade Name	Туре	Trailer Type: D=Dump F=Flat R=Reefer V=Van	VIN Number	GVW / GCW	Stated Value	Max Radius	Owner's Name		
	-									
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NOTICE OF CANCELLATION OR NONRENEWAL

COMPANY:
INSURED:
Date Mailed:
Kind of Policy: Truckers
Policy Number:
Issued Through:
TERMINATION WILL TAKE EFFECT AT 12:01 AM (STANDARD TIME) On:
CANCELLATION You are hereby notified in accordance with the terms and conditions of the above mentioned policy that your insurance will cease at and from the hour and date mentioned above. If the premium has been paid, premium adjustment will be made as soon as practicable after cancellation becomes effective. If the premium has not been paid, a bill for the premium earned to the time of cancellation will be forwarded in due course. Reason(s) for cancellation:
NONRENEWAL You are hereby notified in accordance with the terms and conditions of the above mentioned policy that the above mentioned policy will expire effective at and from the hour and date mentioned above and the policy will not be renewed. Reason(s) for nonrenewal:
AUTHORIZED REPRESENTATIVE

MORTGAGEE or LIENHOLDER

SERFF Tracking Number:STNA-125473810State:ArkansasFiling Company:State National Insurance Company Inc.State Tracking Number:#28921 \$50

 ${\it Company Tracking Number:} \qquad {\it LG-UCC-AR-IM-001-F}$

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Commercial Inland Marine

Project Name/Number: Regional Trucking Program/LG-UCC-AR-IM-001-F

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: STNA-125473810 State: Arkansas
Filing Company: State National Insurance Company Inc. State Tracking Number: #28921 \$50

Company Tracking Number: LG-UCC-AR-IM-001-F

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Commercial Inland Marine

Project Name/Number: Regional Trucking Program/LG-UCC-AR-IM-001-F

Supporting Document Schedules

Review Status:

Satisfied -Name: Uniform Transmittal Document- Approved 03/04/2008

Property & Casualty

Comments:

Attachment:

NAIC Transmittal.pdf

Review Status:

Satisfied -Name: Third party filing authorization Approved 03/04/2008

Comments: Attachment:

Authorization letter.pdf

Property & Casualty Transmittal Document

1.	1 . Reserved for Insurance Dept. Use Only		2. Insurance Department Use only								
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				c. Disposition:							
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Effective	March	1	2007

17.	Reference Organization # & Title	All ISO form filing designations
18.	Company's Date of Filing	2/25/08
19.	Status of filing in domicile	Not Filed ⊠ Pending ☐ Authorized ☐ Disapproved

19. Status of filing in domicile Not Filed Pending Authorized Disapproved
Property & Casualty Transmittal Document—
20. This filing transmittal is part of Company Tracking # LG-UCC-AR-IM-001-F
21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
We are filing our Motor Truck Cargo coverage form and endorsements. These will be used for our Regional Trucking program. This is a new program.
The text of the forms is identical to those filed by Universal Casualty Company. The applicable Universal Casualty filing numbers are AR-PC-06-022307 and AR-PC-07-023011.
We are also filing to adopt all of ISO's currently approved forms.
22. Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
Check #: 28921
Amount: \$50

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)



February 15, 2008

Arkansas Insurance Department 1200 West Third Street Little Rock, AR 72201-1904

Re:

Letter of Filing Authorization

State National Insurance Company, Inc.

Inland Marine Initial Form Filing

Dear Ladies/Gentlemen:

This letter will certify that Universal Casualty Company has been given full authorization to submit the captioned filing on behalf of State National Insurance Company, Inc. This authorization extends to all correspondence related to the referenced filing only. It does not apply to any subsequent filings made after the approval of the referenced filing.

Please direct all correspondence in relation to this filing directly to Larry Wilk, CIDM, AIE, CPCU, Universal Casualty Company, 150 Northwest Point Blvd., Suite 200, Elk Grove, Illinois 60007. Should you have any questions concerning this filing, please contact Mr. Wilk at 847-700-9163 or by email at lwilk@univcas.com.

Thank you for your assistance in this matter.

Sincerely,

David M. Cleff

Senior Vice President and General Counsel

Cc:

File (Avalon-UCC)

SERFF Tracking Number:STNA-125473810State:ArkansasFiling Company:State National Insurance Company Inc.State Tracking Number:#28921 \$50

Company Tracking Number: LG-UCC-AR-IM-001-F

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Commercial Inland Marine

Project Name/Number: Regional Trucking Program/LG-UCC-AR-IM-001-F

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date: Schedule Document Name Replaced Date Attach

Document

No original date Supporting Document Uniform Transmittal Document 02/05/2008

Property & Casualty